



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
1322 PATTERSON AVENUE, SE SUITE 1000
WASHINGTON NAVY YARD DC 20374-5065

IN REPLY REFER TO

ACQ
17 April 2003

MEMORANDUM FOR NAVFAC ACQUISITION PERSONNEL

Subj: DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND
NAVY TECHNICAL REPRESENTATIVE (NTR) ON ENVIRONMENTAL COST
REIMBURSEMENT CONTRACTS 03-03 AM

Ref: (a) NAVFACENGCOM ltr 024/Ser92-05 of 27 Nov 92
(b) Dir, ACQ memo AQA-C of 14 Jan 00
(c) NAVFAC P-445, "Construction Quality Management Program"
(d) DFARS 201.602-2
(e) NFAS 1.602-2

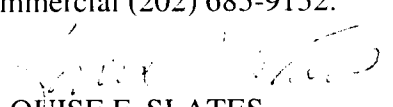
Encl: (1) Sample COR letter
(2) Sample Navy Technical Representative (NTR) letter

1. Reference (a) is superseded by this letter. In addition, both the "Minimum A-E Quality Assurance Training Requirements for Architect-Engineer Personnel" (paragraph 3) contained in reference (b) and Appendix N, "Architect-Engineering Quality Assurance" (paragraph 3) contained in reference (c) are superseded accordingly as set forth herein.

2. The duties, responsibilities, and limitations of the COR (formerly Contracting Officer Technical Representative (COTR)) are provided by references (d) and (e). A single COR will be appointed for each contract. An alternate COR should also be appointed with the same duties as the primary to be exercised in the primary COR's absence or nonavailability. The COR will be responsible for technical oversight of the contract and will be the focal point to accumulate input from Remedial Project Managers (RPMs) and/or Navy Technical Representatives (NTRs) on technical matters related to Contract Task Orders (CTOs). As the technical point of contact for the Contracting Officer, the COR may be designated to nominate NTRs required to complete technical oversight of the environmental project. Enclosures (1) and (2) are sample letters which may be issued to CORs and NTRs.

3. A COR must have completed the Environmental Cost Reimbursement Contracting course (CTC-423) and the NAVFAC Contracting Officer Representative COR/COAR/NTR course (CTC-342). The NTR must have completed the NAVFAC Contracting Officer Representative course, and it is recommended that they attend the Environmental Cost Reimbursement Contracting course as well.

4. Point of contact for any questions is the undersigned, DSN 325-9223, commercial (202) 685-9223; or Janice Gurganus, DSN 325-9152, commercial (202) 685-9152.


LOUISE F. SLATES
Head, Strategic Programs and Community
Management

SAMPLE CONTRACTING OFFICER'S REPRESENTATIVE (COR) LETTER

From: (PCO of the applicable Activity for the particular contract)

To: (Name, Organization, and Code of Appointee)

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) DFARS 201.602-2

(b) NAVFAC Acquisition Supplement (NFAS) 1.602-2

(c) NAVFAC P-1160, "Environmental Cost Reimbursement Contract Manual"

1. Pursuant to references (a) through (c), you are hereby appointed as the Contracting Officer's Representative (COR) for:

Contract Number and Title:

Contractor:

2. As COR, your duties include functioning as the technical representative of the Contracting Officer in the administration of the contract cited above, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the performance of work under the contract. You are to perform your duties in accordance with references (a) through (c) and any amplifying instructions provided herein or in writing by the Contracting Officer at a later date.

3. In accomplishing your duties as a COR, you are cautioned to review carefully and comply with FAR 37.104 to ensure that the contract does not become a personal services contract through your actions or the actions of other Government personnel who may assist you in the performance of your duties.

4. You are responsible for bringing to the attention of the Contracting Officer and the customer for whom the work is being performed any significant deficiency with respect to contractor performance or other action that might jeopardize contract performance.

5. You are not authorized, either by this letter or by references (a), (b), or (c) to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract or Contract Task Order (CTO), or to direct the accomplishment of effort which would exceed the scope of the contract or CTO. Whenever there is the potential that discussions may impact these foregoing areas, contact the Contracting Officer to agree on action to be taken. You must be especially cautious when providing an interpretation of specifications. The Contracting Officer will then determine whether formal modification of the contract/CTO is required. If the contractor believes that the COR's interpretation is erroneous, the contractor shall be informed to notify the Contracting Officer in writing of this position.

6. Specific duties, in addition to those required by references (a) through (c), are as follows: (This section of the COR letter may be tailored by the Contracting Officer to fit the particular contract situation.)

- a. Responsible for monitoring all Government technical interfaces with the contractor.
- b. Ensuring that copies of all Government technical correspondence are included in the CTO file.
- c. Responsible for ensuring that appropriate action is taken on technical correspondence pertaining to the CTO and that adequate files are maintained.
- d. Responsible for promptly furnishing documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the Contracting Officer for action and placement in the CTO file.
- e. Responsible for providing the Contracting Officer with timely input regarding reasonableness and technical necessity of invoiced costs and percentage of completion to ensure payments to the contractor are made within applicable time constraints.
- f. Responsible for ensuring contractor's performance evaluations are accomplished in a timely manner.
- g. Periodically monitors contractor performance to ensure that the individual contractor employees are of the skill levels required and are actually performing at the levels charged during the period covered.
- h. Periodically monitors contractor performance to ensure that the labor hours charged appear consistent and reasonable and that any travel charged was necessary and actually occurred.
- i. Informs the Contracting Officer of any CTO potential performance problems.
- j. Reviews and evaluates technical content of contractor's proposals and furnishes the Contracting Officer with comments and recommendations, as appropriate.
- k. Participates as a member of the Contracting Officer's negotiation team, as appropriate.
- l. Reviews contractor's progress reports and furnishes the Contracting Officer comments based on the reports.
- m. Responsible for the timely certification, in writing, to the Contracting Officer of the inspections and acceptance of the services performed upon completion of a CTO.
- n. Assists in the development of the Government estimate, as appropriate.

- o. Monitors contractor compliance with safety and quality management requirements.
 - p. In the event of contractor delay or failure to perform, determine the cause and make recommendations for appropriate corrective and/or preventive measures to the Contracting Officer.
 - q. Monitor close-outs to ensure CTOs are closed out timely and provide written completion statements/progress reports, as appropriate or requested.
7. You may be designated to nominate Navy Technical Representatives (NTRs). The actual drafting of such letters may be delegated as appropriate.
8. The duties and responsibilities set forth herein are not intended to be all-inclusive. As specific individual situations arise that have not been covered or that have created a question, bring these to the attention of the Contracting Officer and obtain advice on how to proceed.
9. This appointment shall remain in full force and effect, unless revoked or terminated.
10. You are required to sign and return the original of this appointment to the Contracting Officer. A copy should be retained for your file.

Contracting Officer signature

Date

COR signature

Date

(Constitutes acceptance of the appointment and conditions thereof)

Copy to:

Contractor

SAMPLE NAVY TECHNICAL REPRESENTATIVE (NTR) LETTER

From: (Contracting Officer of the applicable Activity for the particular contract)

To: (Name, Organization, and Code of Appointee)

Subj: APPOINTMENT AS NAVY TECHNICAL REPRESENTATIVE (NTR)

Ref: (a) DFARS 201.602-2

(b) NAVFAC Acquisition Supplement (NFAS) 1.602-2

(c) NAVFAC P-1160, "Environmental Cost Reimbursement Contract Manual"

1. Pursuant to references (a) through (c), you are hereby appointed as a Navy Technical Representative (NTR) for:

Contract Number and Title:

Task Order No. (if applicable):

Contractor:

Contracting Officer's Representative (COR): (Name and phone number)

2. As an NTR, your duties include functioning as a technical representative to assist the appointed COR in the administration of the Contract Task Order (CTO) cited above, providing technical input and discussion in coordination with the COR as necessary with respect to the specification or statement of work, and monitoring the performance of work under the CTO. You are to perform your duties in accordance with references (a) through (c) and any amplifying instructions provided herein or in writing by the Contracting Officer at a later date.

3. In accomplishing your duties as an NTR, you are cautioned to review carefully and comply with FAR 37.104 to ensure that the contract does not become a personal services contract through your actions or the actions of other Government personnel who may assist you in the performance of your duties.

4. You are responsible for bringing to the attention of the appointed COR and the client [as appropriate] for whom the work is being performed any significant deficiencies with respect to contractor performance or other actions that might jeopardize contract performance.

5. You are not authorized, either by this letter or by references (a) through (c), to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the CTO, or to direct the accomplishment of effort which would exceed the scope of the CTO. Whenever there is the potential that discussions may impact these foregoing areas, contact the COR for guidance.

6. Specific duties, in addition to those required by references (a) through (c), are as follows:
(This section of the NTR letter may be tailored by the Contracting Officer to fit the particular contract situation.)

a. Provide the COR with timely input regarding technical clarification for the statement of work and recommended corrective actions.

b. Review the contractor plan for conducting specific tasks/work/deliverables and identify problematic areas to the COR.

c. Review CTO deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

d. Identify contractor deficiencies to the COR.

e. Identify noncompliance with contractor reporting requirements to the COR.

f. Review contractor status/progress reports on the applicable CTO, identify deficiencies to the COR, and provide recommendations regarding acceptance/rejection and/or Government technical clarification requests.

g. Review invoices and provide recommendations to facilitate COR certification.

h. Assist in the preparation of the final report on contractor performance for the applicable CTO in accordance with the format and procedures prescribed.

i. Attend post-award meetings/conferences with the contractor (including the RPM and COR, as necessary) and discuss performance, quality control, health and safety, scheduling of work, and any other pertinent subjects. Report to the COR on the contractor's readiness to perform in accordance with the terms of the CTO.

j. Establish and maintain appropriate files.

k. Ensure that the contractor conforms to all appropriate federal, state, and local laws and procedures that govern the CTO.

l. Ensure that appropriate and timely action is taken to process technical correspondence.

m. Monitor contractor performance through on-site observation of the contractor's employees performing under the contract and review of timecards/sheets or labor distributions schedules to make sure the labor hours are charged properly. If the CTO is subject to Davis Bacon Act (DBA), perform labor interviews pursuant to DBA.

n. Monitor contractor compliance with safety and quality control requirements.

- o. In the event of contractor delay or failure to perform, determine the cause and make recommendations for appropriate corrective and/or preventive measures to the COR.
 - p. Promptly furnish the COR with any contractor or customer request for change, deviation, or waiver, to include timely submission of supporting analysis and other required documentation.
 - q. Evaluate contractor's performance and submit timely written performance evaluations to the COR.
 - r. Participate in CTO negotiations and technical evaluation of proposals as requested by the Contracting Officer.
 - s. Prepare/review field monitoring reports.
 - t. Coordinate security passes, facilities, and utilities with the Activity.
 - u. Review the contractor's site-specific Health and Safety Plan and Contractor Quality Control (CQC) Plan and monitor compliance.
 - v. Provide input to the COR during the award fee determination process in accordance with the award fee plan by providing evaluations of the contractor's performance.
7. You are assigned the above-listed responsibilities to assist and support the COR, but you do not have the authority to approve and accept final work without prior approval. Any requests for technical clarification shall be submitted in writing to the COR.
8. The duties and responsibilities set forth herein are not intended to be all-inclusive. As specific individual situations arise that have not been covered or that have created a question, bring these to the attention of the COR and obtain advice on how to proceed.
9. This appointment shall remain in full force and effect, unless revoked or terminated, through the life of the CTO [or contract, if appropriate].
10. You are required to sign and return the original of this appointment to the Contracting Officer. A copy should be retained for your file.

Contracting Officer signature

Date

NTR signature

Date

(Constitutes acceptance of the appointment and conditions thereof)

Copy to:
Contractor